

REMARKS

Applicants provide this Amendment After Final to present claim amendments that it is believed place the claims in condition for allowance. Alternatively, the claims will be in better condition for appeal. The Office Action at page 2 indicates that Applicants' arguments against the previous rejection are considered moot in view of the new grounds of rejection. This Amendment After Final is presented in response to these new grounds of rejection. Entry of this Amendment After Final is requested.

This Amendment After Final presents amendments to the independent claims (Claims 1, 16, 30, 44, 58, and 72). Reconsideration and further examination of this application are respectfully requested.

Claim Rejections under 35 U.S.C. § 102

In the pending Office Action mailed July 7, 2005, the Examiner rejected Claims 1-12, 16-18, 23-40, 44-46, 51-68, and 72-74 as anticipated by U.S. Patent No. 6,061,722 to Sahai. Each of the independent claims was rejected as anticipated by Sahai. The Examiner asserted that Sahai shows automatic selection of service level from among a plurality of predefined service levels that are available to a user device, citing Sahai at column 4, lines 32-63 (see Office Action at page 3). It is submitted that the independent claims contain limitations that are not disclosed by Sahai. As described below, the claimed invention is incompatible with Sahai.

As noted in Applicants' prior response, the claimed invention is directed to predefined service levels for preserving the best possible presentation of content, to optimize content transfer over the network such as for streaming downloads (see the application at page 7, lines 21-22). As recited in the independent claims (as amended by this Amendment After Final), the predefined service levels set combinations of transfer parameters (see Table 1 at page 21 of the application, and accompanying text). These combinations of transfer parameters are set so as to preserve the streaming download experience that a content provider might prefer. See the

application at page 7, lines 21-22. The selection of a service level is based upon whether the determined capabilities of a user device meet minimum requirements for one of the predefined service level combinations (see page 21, lines 7-8 of the application).

In contrast, Sahai makes decisions about streaming downloads on an ad hoc basis, only after the download is requested (see Sahai at column 6, lines 12-49). Sahai does not discuss predefined service levels that set combinations of transfer parameters, as recited in the After-Final-amended independent claims. Rather, Sahai gives wide discretion for a content server to freely adjust combinations of content delivery parameters to match user capabilities (see, for example, Sahai at column 6, lines 39-42). Although this technique provides great flexibility for the server to control downloads, it is not conducive to preservation of a streaming download experience that a content provider might have preferred. See the application at page 7, lines 21-22. Thus, Sahai leaves control of presentation parameters to the content server (see Sahai at column 4, lines 33-37) rather than the content provider.

The pending claims, as amended by this Amendment After Final, restrict content downloads to predefined service levels that set combinations of transfer parameters, where selection is based on meeting minimum requirements for one of the predefined service levels. This operation technique is incompatible with Sahai and, therefore, Sahai does not anticipate any of the independent claims, nor any of the claims dependent therefrom.

Claim Rejections under 35 U.S.C. § 103

The Examiner rejected Claims 13, 14, 19-21, 41, 42, 47-49, 69, 70, and 75-77 under 35 U.S.C. § 103(a) as obvious over Sahai in view of Lipa, and rejected Claims 15, 22, 43, 50, 71, and 78 as obvious over Sahai and Lipa in view of Hubbard. It is submitted that neither Lipa nor Hubbard makes up for the deficiencies of Sahai. The claims rejected as obvious all depend directly or indirectly from one of the claims addressed above in the Section 102 discussion.

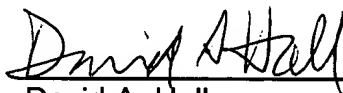
U.S.S.N. 09/903,308
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Amendment After Final Under 37 CFR 1.116

The claims, as amended by this Amendment After Final, restrict content downloads to predefined service levels that set combinations of transfer parameters, a technique that is incompatible with Sahai. Further, it is submitted that there is no prima facie case for obvious in the proposed combination of Sahai with Lipp and Hubbard. The proposed combination, even if carried out, would be incompatible with the claimed invention. That is, the addition of Lipa and Hubbard does not overcome the deficiencies of Sahai, and therefore the claims are not rendered obvious in view of any of the combinations of cited art.

Conclusion

It is submitted that these claim amendments, presented in response to the Examiner's new grounds of rejection, place the claims in condition for allowance. Applicants respectfully request entry of this Amendment After Final and submit that, upon entry, all the claims will be allowable.

Respectfully submitted,
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